

[COUNSEL LISTED ON SIGNATURE PAGE]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC,

Plaintiff,

vs.

UBER TECHNOLOGIES, INC. ,
OTTOMOTTO LLC,

Defendants.

CASE NO. 3:17-cv-00939 WHA

**JOINT SUBMISSION REGARDING THE
JOINT STATEMENT OF THE CASE**

Trial Date: February 5, 2018

Pursuant to Paragraph 8 of the Court’s Guidelines for Trial and Final Pretrial Conference in Civil Jury Cases (last revised May 8, 2017), Plaintiff Waymo LLC and Defendants Uber Technologies, Inc. and Ottomotto LLC have conferred and agreed on the language of the Joint Statement of the Case, other than: (i) whether Waymo’s asserted trade secrets should be referred to as “claimed” trade secrets (Waymo’s proposal) or “alleged” trade secrets (Defendants’ proposal) and (ii) the last paragraph of the statement. Attached as **Exhibit A** is Defendants’ proposed version. Attached as **Exhibit B** is Waymo’s proposed version. The parties will provide the Court with Word versions of both attachments at the final pretrial conference.

DATED: January 29, 2018

QUINN EMANUEL URQUHART & SULLIVAN, LLP

By /s/ Charles K. Verhoeven

Charles K. Verhoeven

Attorneys for Plaintiff
WAYMO LLC

DATED: January 29, 2018

MORRISON & FOERSTER LLP

By /s/ Arturo J. González

Arturo J. González

Attorneys for Defendants
UBER TECHNOLOGIES, INC. and
OTTOMOTTO LLC

ATTESTATION OF E-FILED SIGNATURE

I, Arturo J. González, am the ECF User whose ID and password are being used to file this Joint Submission Regarding the Joint Statement of the Case. In compliance with Civil L.R. 5-1(i)(3), I hereby attest that Charles K. Verhoeven has concurred in this filing.

Dated: January 29, 2018

/s/ Arturo J. González
ARTURO J. GONZÁLEZ

EXHIBIT A

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17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19 SAN FRANCISCO DIVISION
20

21 WAYMO LLC,
22 Plaintiff,
23 vs.
24 UBER TECHNOLOGIES, INC. and
25 OTTOMOTTO LLC,
26 Defendants.

Case No. 3:17-cv-00939

**DEFENDANTS' STATEMENT OF THE
CASE**

Judge: The Honorable William Alsup

Trial Date: February 5, 2018

Pursuant to Paragraph 8 of the Court’s Guidelines for Trial and Final Pretrial Conference in Civil Jury Cases (last revised May 8, 2017), Defendants Uber Technologies, Inc. and Ottomotto LLC provide the following joint statement of the case to be read to the jury during voir dire:

STATEMENT OF THE CASE

This is a case about trade secrets relating to self-driving car technology. The plaintiff, the entity that brought this case, is Waymo LLC. Waymo is a subsidiary of Google’s parent company, Alphabet Inc. During this trial, Waymo may sometimes be referred to as “Google,” and the self-driving car project at Google as “Project Chauffeur” or “Chauffeur.” The defendants in this case are Uber Technologies, Inc. and Ottomotto LLC. During this trial, Ottomotto may sometimes be referred to as “Otto.”

Waymo asserts that it owns eight separate trade secrets relating to something called LiDAR, which is technology that is used in some self-driving vehicles. Waymo accuses Uber and Ottomotto of misappropriating those eight Waymo trade secrets. Waymo asserts that Uber and Ottomotto’s misappropriation of its trade secrets damaged Waymo and caused Uber and Ottomotto to be unjustly enriched. Waymo also claims that Uber and Ottomotto misappropriated its trade secrets willfully and maliciously.

Uber and Ottomotto deny Waymo’s claims. Uber and Ottomotto deny that any of Waymo’s alleged trade secrets are actual trade secrets. Uber and Ottomotto also deny that they misappropriated any of the alleged trade secrets. Uber and Ottomotto further deny that Waymo was damaged or that Uber or Ottomotto were unjustly enriched.

To be clear, the claims and defenses just described merely summarize the parties’ arguments—the parties themselves will explain their positions at trial and the evidence presented will provide the facts.

To succeed on its claim for unjust enrichment based on alleged misappropriation of any given Alleged Trade Secret, Waymo must prove all of the following:

[The following is taken directly from Instruction IV of the Court’s Penultimate Jury Instructions (Dkt 2449 at 2-3)]

1. That the Alleged Trade Secret qualified as an enforceable trade secret at the time

1 it was allegedly misappropriated;

2 2. That the defendant improperly acquired, then used or disclosed
3 the Alleged Trade Secret;

4 3. That the defendant was thereby unjustly enriched; and

5 4. That such use or disclosure was a substantial factor in unjustly enriching the
6 defendant.

7 No defendant may be held liable for a damage award as to any given Alleged Trade Secret
8 unless all of these elements of proof are satisfied as to that defendant and as to that given Alleged
9 Trade Secret. It is for you, the jury, to decide whether or not all of these elements have been
10 proven for all of the Alleged Trade Secrets, for some of them, or for none of them.

11 This is only a summary, you will be instructed on the specific questions you should
12 address at the end of the parties' presentations.

13
14 Dated: January 29, 2018

MORRISON & FOERSTER LLP
BOIES SCHILLER FLEXNER LLP
SUSMAN GODFREY LLP

15
16
17 By: /s/ William Christopher Carmody
WILLIAM CHRISTOPHER CARMODY

18 Attorneys for Defendants
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20 OTTOMOTTO LLC
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EXHIBIT B

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10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 SAN FRANCISCO DIVISION

13 WAYMO LLC,

14 Plaintiff,

15 vs.

16 UBER TECHNOLOGIES, INC. and
17 OTTOMOTTO LLC,

18 Defendants.

CASE NO. 3:17-cv-00939

WAYMO'S STATEMENT OF THE CASE

Judge: The Honorable William Alsup

Trial Date: February 5, 2018

Pursuant to Paragraph 8 of the Court’s Guidelines for Trial and Final Pretrial Conference in Civil Jury Cases (last revised May 8, 2017), Plaintiff Waymo LLC provides the following statement of the case to be read to the jury during voir dire:

STATEMENT OF THE CASE

This is a case about trade secrets relating to self-driving car technology. The plaintiff, the entity that brought this case, is Waymo LLC. Waymo is a subsidiary of Google’s parent company, Alphabet Inc. During this trial, Waymo may sometimes be referred to as “Google,” and the self-driving car project at Google as “Project Chauffeur” or “Chauffeur.” The defendants in this case are Uber Technologies, Inc. and Ottomotto LLC. During this trial, Ottomotto may sometimes be referred to as “Otto.”

Waymo asserts that it owns eight separate trade secrets relating to something called LiDAR, which is technology that is used in some self-driving vehicles. Waymo accuses Uber and Ottomotto of misappropriating those eight Waymo trade secrets. Waymo asserts that Uber and Ottomotto’s misappropriation of its trade secrets damaged Waymo and caused Uber and Ottomotto to be unjustly enriched. Waymo also claims that Uber and Ottomotto misappropriated its trade secrets willfully and maliciously.

Uber and Ottomotto deny Waymo’s claims. Uber and Ottomotto deny that any of Waymo’s claimed trade secrets are actual trade secrets. Uber and Ottomotto also deny that they misappropriated any of the claimed trade secrets. Uber and Ottomotto further deny that Waymo was damaged or that Uber or Ottomotto were unjustly enriched.

To be clear, the claims and defenses just described merely summarize the parties’ arguments—the parties themselves will explain their positions at trial and the evidence presented will provide the facts.

[The following paragraph is patterned after the Court’s Statement of the Case read to the jury during voir dire in Oracle America, Inc. v. Google Inc., Case No. 3:10-cv-03561-WHA.]

Your job at the end of this case will be to decide a number of questions regarding the parties’ claims and defenses. First, you will decide whether Waymo’s claimed trade secrets are enforceable and whether Uber and Ottomotto are liable for misappropriating those claimed trade

1 secrets. Then, if you find Uber and/or Ottomotto liable for misappropriation, you will decide the
2 damages that Waymo should be awarded and you will decide whether the misappropriation was
3 willful and malicious. Again this is only a summary, you will be instructed on the specific
4 questions you should address at the end of the parties' presentations.
5

6 DATED: January 29, 2018

QUINN EMANUEL URQUHART & SULLIVAN, LLP

7
8 By /s/ Charles K. Verhoeven

9 Charles K. Verhoeven

10 Attorneys for WAYMO LLC
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